


UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TENNESSEE  
WESTERN DIVISION

FILED BY  D.C.

05 NOV 14 AM 6:52

THOMAS M. GOULD  
CLERK, U.S. DISTRICT COURT  
W/D OF TENNESSEE

THOMAS & BETTS CORP.,

Plaintiff,

v.

Case No. 02-2953-Ma

HOSEA PROJECT MOVERS, LLC.,

Defendant.

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ORDER ON JURY VERDICT

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This action came on for trial before the Court and a jury on October 25, 2005, the Honorable Samuel H. Mays, Jr., U.S. District Judge, presiding;

The plaintiff was represented by counsel, Mr. Oscar Carr and Mr. Patrick Burnett. The defendant was represented by counsel, Mr. Clark Spoden and Mr. Judd Peak.

On November 3, 2005, after due deliberation and consideration of the proof presented, the jury returned a verdict as follows:

As to Thomas & Betts' claim against Hosea for breach of contract regarding the destruction of Die Casting Machine No. 2, the jury found in favor of defendant, Hosea Project Movers, LLC.

As to Thomas & Betts' claim against Hosea for breach of contract regarding Hosea's intentional delayed delivery of Die

Casting Machine No. 14, the jury found in favor of defendant, Hosea Project Movers, LLC.

The jury found that the total amount of damages sustained by Thomas & Betts as a result of Hosea's failure to obtain or provide the required insurance is \$87,500.00.

As to Thomas & Betts' claim against Hosea for conversion regarding Hosea's intentional delay in delivering Die Casting Machine No. 14, the jury found in favor of defendant, Hosea Project Movers, LLC.

As to Hosea's counterclaim against Thomas & Betts for breach of contract for refusal to pay the balance owed under the contract, the jury found in favor of defendant, Hosea Project Movers, LLC.

The jury found that the total amount of damages sustained by defendant Hosea as a result of the breach of contract is \$127,191.00, plus 10% interest per year.

As to Hosea's counterclaim against Thomas & Betts for refusal to pay the balance owed on its California account, the jury found in favor of defendant, Hosea Project Movers, LLC.

The jury found that the total amount of damages sustained by defendant Hosea as a result of the breach of contract as to the California account is \$22,389.59, plus 10% interest per year.

The jurors were polled individually and discharged.

ENTERED this 10th day of November, 2005.



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SAMUEL H. MAYS, JR.  
UNITED STATES DISTRICT JUDGE



## Notice of Distribution

This notice confirms a copy of the document docketed as number 242 in case 2:02-CV-02953 was distributed by fax, mail, or direct printing on November 15, 2005 to the parties listed.

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W. Judd Peak  
FROST BROWN TODD LLC  
424 Church St.  
Ste. 1600  
Nashville, TN 37219

Oscar C. Carr  
GLANKLER BROWN, PLLC  
One Commerce Square  
Suite 1700  
Memphis, TN 38103

Patrick T. Burnett  
GLANKLER BROWN  
One Commerce Sq.  
Ste. 1700  
Memphis, TN 38103

M. Clark Spoden  
FROST BROWN TODD LLC  
424 Church St.  
Ste. 1600  
Nashville, TN 37219

Honorable Samuel Mays  
US DISTRICT COURT